

Amendment 95

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 95 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19th day of November, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for performing preliminary analysis on proposed functionality to allow the transfer of card balances from one card to another. This work is performed per RFCS RFI 574 *Transfer Card Balance*.
- C. The parties agree that the work necessary for the preliminary analysis of the proposed change to allow the transfer of card balances from one card to another will be performed and compensated as described below.

Section 1.0 Description of Work

- 1.1 The Contractor will perform preliminary analysis to elaborate on the requirements, determine the impact to the system and define the scope of work related to allowing the transfer of card balances from one card to another.
- 1.2 The Contractor will present a number of business/cardholder scenarios to the Agencies to refine the requirements and business rules.
- 1.3 The Contractor's impact analysis will include, but not be limited to the following:
 - (a) Financial impacts
 - (b) Security considerations
 - (c) Actionlisting considerations
 - (d) Processes and business rules regarding:
 - i. Transfer to a new card versus transfer to an existing card, including card data
 - ii. Business Account to Individual Card
 - iii. Transfer waiting period
 - iv. Blocking of original cards, addition of new Blocking Reasons
 - v. Restrict Card unblock post transfer
 - vi. Roles, confirmation steps, etc.
 - (e) Card present versus card not present impacts
 - (f) Product business rules
- 1.4 The Contractor will provide the following deliverables:
 - (a) Statement of requirements and scope of work
 - (b) Written solution proposal, along with a detailed estimate for the solution, and an initial schedule impact
 - (c) List of configurable items that will need to be modified or added for the proposed change

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 95

To perform preliminary analysis on proposed functionality to allow the transfer of card balances from one card to another.	
TOTAL	\$4,837

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Ninety-five shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

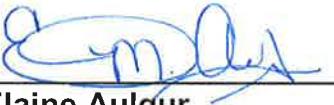
ERG Transit Systems (USA) Inc.

By: _____
Its: _____
Date: _____

The Agencies

By: Candace Carlson
Their: ORCA Operations Manager
On behalf of the Agencies
Date: November 19, 2010

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:


Elaine Aulgur

11/18/10
Date

In the presence of:


Witness Signature

Whitka
Date

Witness name: Patti Hazard